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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

UNITED STATES OF AMERICA,

Plaintiff

v.

MEELAD DEZFOOLI,

Defendant

Case No. 2:22-cr-00142-CDS-DJA

**Order Approving Stipulation for  
Entry of Order of Forfeiture as to  
Eldorado Third Community  
Association**

[ECF No. 313]

The United States of America and Eldorado Third Community Association, and its counsel, Ryan W. Reed of LEACH KERN GRUCHOW SONG, agree as follows:

1. The Grand Jury sitting in Las Vegas, Nevada, returned a Ten-Count Superseding Criminal Indictment against Meelad Dezfooli charging him in Counts One through Three with bank fraud in violation of 18 U.S.C. § 1344(2); in Counts Four through Six with concealment money laundering in violation of 18 U.S.C. § 1956(a)(1)(B)(i); and in Counts Seven through Ten with monetary transactions in criminally derived property in violation of 18 U.S.C. § 1957. Superseding Criminal Indictment, ECF No. 97.

2. The jury found Meelad Dezfooli guilty of Counts One through Ten of a Ten-Count Superseding Criminal Indictment, and the jury found, and the Court ordered, forfeiture of property set forth in the Forfeiture Allegations of the Superseding Criminal Indictment. Superseding Criminal Indictment, ECF No. 97; Minutes of Jury Trial Day 7, ECF No. 239; Minutes of Jury Trial Day 8, ECF No. 240; Jury Verdict, ECF No. 243; Forfeiture Jury Instructions and Special Verdict Forms, ECF No. 246; Preliminary Order of Forfeiture, ECF No. 251.

3. On October 24, 2024, Eldorado Third Community Association filed a Notice of Claim and Declarations in Support of their Claim for the real property located at 1829 La Calera, North Las Vegas, Nevada 89084, ECF No. 281.

4. Eldorado Third Community Association knowingly and voluntarily agrees to the civil administrative forfeiture, the civil judicial forfeiture, or the criminal forfeiture of the following property:

1. 2021 Bentley Flying Spur W12 (VIN SCBBB6ZG5MC084930);

2. 2021 Tesla Model 3 (VIN 5YJ3E1EA7MF019125);

3. Real property located at 6116 Chinook Way, Las Vegas, Nevada 89108, more particularly described as:

LOT TWENTY-FOUR (24) IN BLOCK C OF LEWIS HOMES RAINBOW VISTA UNIT NO. 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 30 OF PLATS, PAGE 41 AND AS AMENDED BY A CERTIFICATE OF AMENDMENT RECORDED AUGUST 2, 1985 IN BOOK 2159 AS DOCUMENT NO. 2118935, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. (APN:138-26-615-070);

4. Real property located at 1829 La Calera Ave., North Las Vegas, Nevada 89084, more particularly described as:

LOT FIFTY-FIVE (55) OF ELDORADO R1 – 60 NO. 13 TM NO. 21, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 123 OF PLATS, PAGE 42 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. (APN:124-21-314-055);

5. Real property located at 6033 Watermelon Street, North Las Vegas, Nevada 89081, more particularly described as:

LOT TWENTY-SIX (26) OF FINAL MAP OF TROPICAL / WALNUT – UNIT 1 (A COMMON INTEREST COMMUNITY) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 121 OF PLATS, PAGE 53, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA. (APN: 123-30-610-026);

6. Real property located at 176 Glen Falls Ave, Henderson, Nevada 89002, more particularly described as:

LOT 17 IN BLOCK “C” OF PARADISE HILLS NO. 16, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 97 OF PLATS, PAGE 8, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. EXCEPTING THEREFROM ALL MINERALS, OIL, GAS PETROLEUM, OTHER

HYDROCARBON SUBSTANCES AND ALL GEOTHERMAL ENERGY SOURCES IN OR UNDER OR WHICH MAY BE PRODUCED FROM THE WITHIN-DESCRIBED LAND WHICH LIE BELOW A PLANE PARALLEL TO AND FIVE HUNDRED (500) FEET BELOW THE SURFACE OF THE WITHIN-DESCRIBED LAND, FOR THE PURPOSE OF PROSPECTING, EXPLORATION, DEVELOPMENT, PRODUCTION, OR EXTRACTION OF SAID SUBSTANCES BY MEANS OF MINES, WELLS, DERRICKS, AND/OR OTHER EQUIPMENT; PROVIDED, HOWEVER, THAT THE OWNER OF SAID SUBSTANCES SHALL HAVE NO RIGHT TO ENTER THE SURFACE OF THE WITHIN-DESCRIBED LAND NOR TO USE SAID LAND ABOVE SAID PLANE PARALLEL TO AND FIVE HUNDRED (500) FEET BELOW THE SURFACE OF SUCH LAND. (APN: 179-31-212- 022); and

7. Real property located at 890 Harbor Ave., Henderson, Nevada, 89002, more particularly described as:

LOT 374 OF PEARL CREEK – UNIT NO. 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 149 OF PLATS, PAGE 4, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK, COUNTY, NEVADA. (APN: 179-28-814-060)

(all of which constitutes property).

5. Eldorado Third Community Association knowingly and voluntarily agrees to forfeit the property to the United States.

6. Eldorado Third Community Association knowingly and voluntarily agrees to relinquish all possessory rights, ownership rights, and all rights, titles, and interests in the property.

7. Eldorado Third Community Association knowingly and voluntarily agrees to waive its right to any civil administrative forfeiture proceedings, any civil judicial forfeiture proceedings, or any criminal forfeiture proceedings (all of which constitutes proceedings) of the property.

8. Eldorado Third Community Association knowingly and voluntarily agrees to waive service of process of any and all documents filed in this action or any proceedings concerning the forfeiture of the property arising from the facts and circumstances of this case.

9. Eldorado Third Community Association knowingly and voluntarily agrees to waive any further notice to it, its agents, or its attorneys regarding the forfeiture and disposition of the property.

1           10. Eldorado Third Community Association knowingly and voluntarily agrees not  
2 to file any claim, third-party petition, or other documents in any proceedings concerning the  
3 property; and agrees not to contest, and agrees not to assist any other person and entity to  
4 contest, the forfeiture.

5           11. Eldorado Third Community Association knowingly and voluntarily agrees to  
6 withdraw any claims, third-party petitions, or other documents it filed in any proceedings  
7 concerning the property.

8           12. Eldorado Third Community Association knowingly and voluntarily agrees to  
9 waive the statute of limitations, the CAFRA requirements, Fed. R. Crim. P. 7, 11, and 32.2,  
10 the constitutional requirements, and the constitutional due process requirements of any  
11 forfeiture proceedings concerning the property.

12           13. Eldorado Third Community Association knowingly and voluntarily agrees to  
13 waive its right to a hearing on the forfeiture of the property.

14           14. Eldorado Third Community Association knowingly and voluntarily agrees to  
15 waive all constitutional, statutory, legal, equitable rights, defenses, and claims regarding the  
16 property in any proceedings, including, but not limited to any constitutional or statutory  
17 double jeopardy defense or claim.

18           15. Eldorado Third Community Association knowingly and voluntarily agrees to  
19 waive any and all constitutional, statutory, legal, equitable rights, defenses, and claims  
20 regarding the property in any proceedings, including, but not limited to, the Excessive Fines  
21 Clause and the Cruel and Unusual Punishments Clause of the Eighth Amendment to the  
22 United States Constitution

23           16. Eldorado Third Community Association knowingly and voluntarily agrees to  
24 the entry of the Final Forfeiture Order of the property to the United States.

25           17. Eldorado Third Community Association understands the forfeiture of the  
26 property shall not be treated as satisfaction of any assessment, restitution, fine, cost of  
27 imprisonment or any other penalty that may be imposed in addition to forfeiture.

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1           18. Eldorado Third Community Association knowingly and voluntarily agrees to  
2 the conditions set forth in this Stipulation for Entry of Order of Forfeiture as to Eldorado  
3 Third Community Association and Order (Stipulation).

4           19. Eldorado Third Community Association knowingly and voluntarily agrees to  
5 hold harmless the United States, the United States Department of Justice, the United States  
6 Attorney's Office for the District of Nevada, the United States Department of the Treasury,  
7 the United States Internal Revenue Service, their agencies, their agents, and their employees  
8 from any claim made by it or any third party arising from the facts and circumstances of this  
9 case.

10           20. Eldorado Third Community Association knowingly and voluntarily releases  
11 and forever discharges the United States, the United States Department of Justice, the  
12 United States Attorney's Office for the District of Nevada, the United States Department of  
13 the Treasury, the United States Internal Revenue Service, their agencies, their agents, and  
14 their employees from any and all claims, rights, or causes of action of any kind that  
15 Eldorado Third Community Association now has or may hereafter have on account of, or in  
16 any way growing out of, the seizures and the forfeitures of the property in the civil  
17 administrative forfeitures, the civil judicial forfeitures, and the criminal forfeitures.

18           21. Each party acknowledges and warrants that its execution of this Stipulation is  
19 free and is voluntary.

20           22. This Stipulation contains the entire agreement between the parties.

21           23. Except as expressly stated in this Stipulation, no party, officer, agent,  
22 employee, representative, or attorney has made any statement or representation to any other  
23 party, person, or entity regarding any fact relied upon in entering into this Stipulation, and  
24 no party, officer, agent, employee, representative, or attorney relies on such statement or  
25 representation in executing this Stipulation.

26           24. After the United States District Court has signed and entered the Final  
27 Forfeiture Order and this Stipulation, after the United States sells the property, and after  
28 payment of outstanding taxes, expenses of custody, and sale costs incurred by Internal

1 Revenue Service, within a practicable time thereafter for the United States, the United  
2 States knowingly and voluntarily agrees Eldorado Third Community Association will  
3 receive payment from the sale proceeds of the property. When the conditions in this  
4 paragraph are met and the property is sold, the United States will transfer to Eldorado Third  
5 Community Association through Ryan W. Reed:

6 A. \$1,882.90 and

7 B. \$1,000 in attorney's fees.

8 25. Eldorado Third Community Association knowingly and voluntarily agrees to  
9 fill out the United States Department of the Treasury Automated Clearing House (ACH)  
10 form accurately and correctly and submit it to the United States Attorney's Office so the  
11 payment will be disbursed by electronic fund transfer to Counsel's IOLTA account for  
12 payment to Eldorado Third Community Association.

13 26. If, for any reason, the total to be paid to Eldorado Third Community  
14 Association and any other third-party petitioners equals or exceeds the fair market value of  
15 the property, this Stipulation shall be null and void, and the United States may allow  
16 Eldorado Third Community Association and other parties to foreclose on the property.

17 27. The persons signing this Stipulation warrant and represent that they have full  
18 authority to execute this Stipulation and to bind the entities, on whose behalf they are  
19 signing, to the terms of this Stipulation.

20 28. This Stipulation shall be construed and interpreted according to federal  
21 forfeiture law and federal common law. The jurisdiction and the venue for any dispute  
22 related to, and/or arising from, this Stipulation is the unofficial Southern Division of the  
23 United States District Court for the District of Nevada, located in Las Vegas, Nevada.

24 29. This Stipulation shall not be construed more strictly against one party than  
25 against the other merely by virtue of the fact that it may have been prepared primarily by  
26 counsel for one of the parties; it being recognized that both parties have contributed  
27 substantially and materially to the preparation of this Stipulation.

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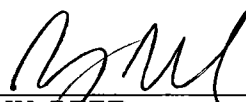
1 IT IS HEREBY CERTIFIED, under 28 U.S.C. § 2465(a)(2), that there was  
2 reasonable cause for the seizure and forfeiture of the property.

3  
4 DATED: 12/20/24

DATED: \_\_\_\_\_

5 LEACH KERN GRUCHOW SONG

JASON M. FRIERSON  
United States Attorney

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8 RYAN W. REED  
Counsel for ELDORADO THIRD  
COMMUNITY ASSOCIATION

ASSET FORFEITURE ATTORNEY  
Assistant United States Attorney

9 DATED: 12/20/2024

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12 ELDORADO THIRD  
COMMUNITY ASSOCIATION

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15 IT IS SO ORDERED:

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18 CRISTINA D. SILVA  
UNITED STATES DISTRICT JUDGE

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20 DATED: \_\_\_\_\_  
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1 IT IS HEREBY CERTIFIED, under 28 U.S.C. § 2465(a)(2), that there was  
2 reasonable cause for the seizure and forfeiture of the property.

3  
4 DATED: \_\_\_\_\_

DATED: December 20, 2024

5 LEACH KERN GRUCHOW SONG

JASON M. FRIERSON  
United States Attorney

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7 \_\_\_\_\_  
8 RYAN W. REED  
9 Counsel for ELDORADO THIRD  
10 COMMUNITY ASSOCIATION

/s/ Daniel D. Hollingsworth  
ASSET FORFEITURE ATTORNEY  
Assistant United States Attorney

11  
12 DATED: \_\_\_\_\_

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15 ELDORADO THIRD  
16 COMMUNITY ASSOCIATION

17 It is hereby ordered that the parties' stipulation **[ECF No. 313]** is  
18 **approved.**

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CRISTINA D. SILVA  
UNITED STATES DISTRICT JUDGE

20 DATED: December 27, 2024  
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